

**A SUBSTITUTE ORDINANCE
BY FINANCE/ EXECUTIVE COMMITTEE**

10-O-0492

AN ORDINANCE WAIVING THE SOURCE SELECTION AND PAYMENT PROVISIONS CONTAINED IN THE CITY OF ATLANTA CODE OF ORDINANCES, ARTICLE X, PROCUREMENT AND REAL ESTATE CODE, TO RATIFY THE PRIOR PROVISION OF EMERGENCY RESPONSE EQUIPMENT, MAINTENANCE AND SUPPORT SERVICES BY AT&T FOR THE PERIOD BEGINNING MAY 1, 2009 THROUGH APRIL 30, 2010; TO AUTHORIZE THE MAYOR TO EXECUTE APPROPRIATE CONTRACTUAL AGREEMENTS WITH AT&T FOR MAINTENANCE AND SUPPORT OF THE EMERGENCY RESPONSE EQUIPMENT, FROM MAY 1, 2010 THROUGH APRIL 30, 2014 WITH AUTOMATIC RENEWAL OPTIONS AND SUBJECT TO TERMINATION FOR NON-APPROPRIATION OF FUNDS IN AN AMOUNT NOT TO EXCEED ONE MILLION, TWO HUNDRED FIFTY-THREE THOUSAND, NINE HUNDRED FIFTY-TWO DOLLARS AND NO CENTS (\$1,253,952.00), ALL PAYMENTS SHALL BE CHARGED TO AND PAID FROM FUND, DEPARTMENT, ORGANIZATION AND ACCOUNT NUMBERS 2151 (EMERGENCY TELEPHONE SYSTEM) 240207 (APD E-911) 5232005 (E-911 TELEPHONE EXPENSE) 3800000 (E-911); AND TO AUTHORIZE A FORTY-EIGHT (48) MONTH AGREEMENT WITH AT&T CAPITAL SERVICES, INC. TO FINANCE THE PURCHASE PRICE OF THE EMERGENCY RESPONSE EQUIPMENT FROM MAY 1, 2010 THROUGH APRIL 30, 2014 IN AN AMOUNT NOT TO EXCEED EIGHT HUNDRED THIRTY-SEVEN THOUSAND, FIVE HUNDRED FIFTY-ONE DOLLARS AND FOUR CENTS (\$837,551.04), ALL PAYMENTS SHALL BE CHARGED TO AND PAID FROM FUND, DEPARTMENT, ORGANIZATION AND ACCOUNT NUMBERS 2151 (EMERGENCY TELEPHONE SYSTEM) 240207 (APD E-911) 5232005 (E-911 TELEPHONE EXPENSE) 3800000 (E-911); AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta ("City") obtained emergency response equipment, maintenance and support services from AT&T Telecommunications (formerly known as "Bellsouth" and hereinafter "AT&T") beginning on March 21, 2008; and

WHEREAS, the City obtained additional equipment on August 28, 2008 and installed, integrated and operated the equipment in May of 2009; and

WHEREAS, the documentation created in conjunction with the acquisition was not accompanied by authorizing legislation and the services reflected in the documentation were not adequately defined so as to reflect enforceable rights and obligations for both parties; and

WHEREAS, the equipment and services provided by AT&T are necessary for the continued operation of the City's emergency response center; and

WHEREAS, the Chief Information Officer desires to ratify the prior provision of emergency response equipment, maintenance and support services by AT&T as listed in the documents dated March 21, 2008 and August 27, 2008; and

WHEREAS, the Chief Procurement Officer, in consultation with the City Attorney, has drafted a contract document that reflects a fully-formed scope of work, service level agreements, rights and obligations impacting and protecting both parties; and

WHEREAS, the Chief Procurement Officer and the Chief Information Officer have determined that it is in the City's best interests to define and continue the City's relationship with AT&T as it relates to the acquisition of the aforementioned equipment, and the provision of ongoing maintenance and support services for the emergency response center for an additional forty-eight (48) months beginning May 1, 2010 through April 30, 2014; and

WHEREAS, the City has made twelve (12) monthly payments of \$49,552.00 to AT&T for the acquisition of the emergency response equipment, maintenance and support services, totaling \$594,624.00; and

WHEREAS, the price of the additional forty-eight (48) months of maintenance and support services is in an amount not to exceed Twenty-Six Thousand, One Hundred, Twenty-Four Dollars and No Cents (\$26,124.00) per month resulting in a total price for support and maintenance not to exceed One Million, Two Hundred Fifty-Three Thousand, Nine Hundred Fifty-Two Dollars and No Cents (\$1,253,952.00); and

WHEREAS, the Chief Procurement Officer and the Chief Information Officer have determined that it is in the City's best interests to finance the purchase of the emergency response equipment through AT&T Capital Services, Inc.; and

WHEREAS, the terms of the financing agreement require Forty-Eight (48) monthly payments to AT&T Capital Services, Inc in the amount of Seventeen Thousand, Four Hundred Forty-Eight Dollars and Ninety-Eight Cents (\$17,448.98) for a total amount of Eight Hundred Thirty-Seven Thousand, Five Hundred Fifty-One Dollars And Four Cents (\$837,551.04).

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY ORDAINS, as follows:

SECTION 1: That the City's actions in accepting emergency response equipment, maintenance and support services provided by AT&T and making related payments from May 1, 2009 through the date of this legislation are ratified and confirmed.

SECTION 2: That the Chief Information Officer is authorized to define and continue the City's relationship with AT&T, as it relates to the aforementioned emergency response equipment, maintenance and support services, for the purpose of any warranty coverage,

repair claims or other rights related to the equipment, maintenance and support that the City may have.

SECTION 3: That the Chief Procurement Officer is authorized to prepare the appropriate contractual documents to establish a forty-eight (48) month agreement with AT&T for purchasing maintenance and support services with an effective date of May 1, 2010 in an amount of Twenty-Six Thousand, One Hundred, Twenty-Four Dollars and No Cents (\$26,124.00) per month resulting in a total price for maintenance and support not to exceed One Million, Two Hundred Fifty-Three Thousand, Nine Hundred Fifty-Two Dollars and No Cents (\$1,253,952.00), to be charged to and paid from Fund, Department, Organization, and Account Numbers 2151 (Emergency Telephone System) 240207 (APD E-911) 5232005 (E-911 Telephone Expense) 3800000 (E-911) subject to the annual appropriation of funds therefor.

SECTION 4: That the Chief Procurement Officer is authorized to prepare the appropriate contractual documents to establish a forty-eight (48) month agreement with AT&T Capital Services Inc. in a substantially similar form as the document attached hereto as Exhibit "A" to finance the purchase price of the emergency response equipment, provided that the sum of the scheduled monthly payments shall not exceed Seventeen Thousand, Four Hundred Forty-Eight Dollars and Ninety-Eight Cents (\$17,448.98) per month and the aggregate amount of all such scheduled monthly payments shall not exceed Eight Hundred, Thirty-Seven Thousand, Five Hundred Fifty-One Dollars And Four Cents (\$837,551.04) to be charged to and paid from Fund, Department, Organization, and Account Numbers 2151 (Emergency Telephone System) 240207 (APD E-911) 5232005 (E-911 Telephone Expense) 3800000 (E-911), subject to the annual appropriation of funds therefor.

SECTION 5: That the Chief Procurement Officer, in consultation with the City Attorney, shall prepare the appropriate contract documents for execution by the Mayor.

SECTION 6: That the Agreements will not become binding on the City, and the City will incur no obligation or liability hereunder until the contract documents have been executed by the Mayor, attested to by the Municipal Clerk, approved as to form by the City Attorney, and delivered to AT&T and AT&T Capital Services.

SECTION 7: That the application of Section 2-1205 (a) of the Procurement and Real Estate Code is waived to permit a contract clause to allow automatic renewal of emergency response equipment financing within the base term of forty-eight (48) months and automatic renewal of the annual maintenance and support services provided by AT&T, subject to termination for non-appropriation of funds or other contractual termination provisions.

SECTION 8: That all Ordinances or parts of Ordinances in conflict with this Ordinance, including but not limited to Section 2-1212 (Encumbrances required for contracts) and Section 2-1187 (Methods of source selection), are waived for this instance only.

AT&T Positron Equipment Financing Options

	Rental Option City never owns equipment Can upgrade at anytime and pay the difference in the new equipment.	Lease Option Option to buy equipment at end of lease or return equipment.	Purchase Option City Owns Equipment at end of the Term.
Monthly Maintenance Cost	\$26,124.00	\$26,124.00	\$26,124.00
Monthly Equipment Cost	\$23,428.00	\$23,428.00	\$17,448.98
Annual Total (Equipt+Maint)	\$594,624.00	\$594,624.00	\$522,875.76
4-Year Total (5/10 - 4/14)	\$2,378,496.00	\$2,378,496.00	\$2,091,503.00
4-Year Total Including payments totaling \$75,676.00 made since 5/09	\$2,454,172.00	\$2,454,172.00	\$2,167,179.00
End of Lease Buyout	N/A	\$156,143.04	N/A
Cost if city purchased equipment at end of lease.		\$2,610,315.04	

This represents a 4-year savings of

- *\$286,993.00 over the Rental Option*
- *\$443,136.00 savings over purchasing the equipment at the end of the Lease Option.*

**AN ORDINANCE
BY FINANCE/ EXECUTIVE COMMITTEE**

AN ORDINANCE AUTHORIZING THE MAYOR OR HIS DESIGNEE TO WAIVE THE SOURCE SELECTION AND PAYMENT PROVISIONS CONTAINED IN THE CITY OF ATLANTA CODE OF ORDINANCES, ARTICLE X, PROCUREMENT AND REAL ESTATE CODE, TO RATIFY THE PRIOR PROVISION OF EMERGENCY 911 EQUIPMENT AND SUPPORT SERVICES BY AT&T TELECOMMUNICATIONS FOR THE PERIOD BEGINNING MARCH 21, 2008 THROUGH MARCH 31, 2010; TO AUTHORIZE AN AGREEMENT WITH AT&T TELECOMMUNICATIONS FOR EMERGENCY 911 SUPPORT EQUIPMENT FROM APRIL 1, 2010 THROUGH MAY 04, 2013 FOR AN AMOUNT NOT TO EXCEED EIGHTY-SIX THOUSAND, THREE HUNDRED SIXTY-FOUR DOLLARS AND EIGHT CENTS (\$86,364.08) PER MONTH, ALL FUNDS TO BE CHARGED TO AND PAID FROM FUND, DEPARTMENT, ORGANIZATION, AND ACCOUNT NUMBERS 2151 (EMERGENCY TELEPHONE SYSTEM) 240207 (APD E-911) 5232005 (E-911 TELEPHONE EXPENSE) 3800000 (E-911); AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta ("City") obtained equipment and Emergency 911 support services from AT&T Telecommunications (formerly known as "Bellsouth" and hereinafter "AT&T") with payments to be made over sixty (60) months beginning on March 21, 2008; and

WHEREAS, the City added other equipment to the purchase on August 28, 2008; and

WHEREAS, the documentation for the transaction was not accompanied by authorizing legislation and the services reflected in the documentation were not adequately defined so as to reflect enforceable rights and obligations for both parties; and

WHEREAS, the services provided by AT&T are necessary for the continued operation of the City's Emergency 911 system; and

WHEREAS, the Chief Information Officer desires ratify the prior provision of equipment and services by AT&T under the documents executed for the period beginning March 21, 2008, and ending March 31, 2010; and

WHEREAS, the Chief Procurement Officer, in consultation with the City Attorney, has drafted a contract document that reflects a fully-formed scope of work, service level agreements, rights and obligations impacting and protecting both parties; and

WHEREAS, the Chief Procurement Officer and the Chief Information Officer have determined that it is in the City's best interests to ratify, define and continue the City's relationship with AT&T as it relates to the aforementioned equipment and support services for the E-911 center for an additional forty-nine months beginning April 1, 2010

through May 4, 2013, under the payment terms reflected in the previously executed documents with AT&T; and

WHEREAS, the City has made twenty (20) monthly payments to AT&T for the equipment and services, totaling Nine Hundred Fifty Thousand, Four Dollars and Eighty-Eight Cents (950,004.88), as of February 1, 2010; and

WHEREAS, the price of the additional forty-nine months of support services is in an amount not to exceed Thirty-Six Thousand, Eight Hundred, Twelve Dollars and Eight Cents (\$36,812.08) per month. The price of the additional forty-nine outstanding payments for the equipment is Forty-Nine Thousand, Five Hundred, Fifty-Two Dollars and No Cents (\$49,552.00) for a total monthly payment of Eighty-Six Thousand, Three Hundred Sixty-Four Dollars And Eight Cents (\$86,364.08).

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY ORDAINS, as follows:

SECTION 1: That the City's actions in accepting and paying for equipment and support services provided by AT&T from March 21, 2008, through the date of this legislation are ratified and confirmed, and the effective date of the payment terms are extended through March 31, 2010.

SECTION 2: That the Chief Procurement Officer is authorized to prepare the appropriate contractual documents to establish a sixty-month agreement with AT&T for E-911 Support Services with an effective date of March 31, 2008 in an amount not to exceed Eighty-Six Thousand, Three Hundred Sixty-Four Dollars And Eight Cents (\$86,364.08) per month resulting in a total contract price not to exceed Five Million, One Hundred Eighty-One Thousand, Eight Hundred Forty-Four Dollars and Eighty Cents (\$5,181,844.80), to be charged to and paid from Fund, Department, Organization, and Account Numbers 2151 (Emergency Telephone System) 240207 (APD E-911) 5232005 (E-911 Telephone Expense) 3800000 (E-911).

SECTION 3: That the Chief Information Officer is authorized to continue the City's relationship with AT&T, as it relates to the equipment and support services for the E-911 center, for the purpose of any warranty, repair or other claims the City may have incurred.

SECTION 4: That the Chief Information Officer, in consultation with the City Attorney, shall prepare the appropriate contract documents for execution by the Mayor.

SECTION 5: That all Ordinances or parts of Ordinances in conflict with this Ordinance, including but not limited to Section 2-1212 (Encumbrances required for contracts) and Section 2-1187 (Methods of source selection), are waived for this instance only.

Atlanta 911 Network recurring Costs
 All terms are month to month
 All services are non-contractual
 Start date 5/4/2009
 All service provided by AT&T
 Prepared by Dutch Heineck on 1/29/2010

Service	Monthly Cost
911 Network Service/selective routing	\$ 35,000.00
Fire - 6160	\$ 72.77
Police - 6161	\$ 116.13
Overflow Queue	\$ 54.20
6666 - remote call forwarding	\$ 101.80
3333- remote call forwarding	\$ 111.00
Supervisor 6 line hunt group	\$ 65.04
Dispatch Zones - 6 lines	\$ 65.04
Fire Dispatch - 6 line hunt group	\$ 65.04
Outdials	\$ 173.44
3 Fax Lines	\$ 32.52
Information Lines - 6544 - 6546	\$ 36.89
MIS Line - 6541	\$ 10.84
ACIC - 6532 - 6534	\$ 32.52
Chase Line	\$ 10.84
Fire Dispatch - remote call forwarding	\$ 53.93
Power Failure Lines - 21 line hunt group	\$ 227.64
Detective Line	\$ 10.84
2 Fulton ringdown Circuits	\$ 571.60
TOTAL	\$ 36,812.08

Atlanta 911 VIPER Telephony
 Addendum Agreement GA07-A792-03
 Addendum Agreement GA08-7408-02
 60 month term expires 5/4/2014
 Bill Number 404-M04-7511

Quantity	Description	Mo Unit	Mo Total
32	Power MIS	\$ 22.00	\$ 704.00
45	Agent Toolkit	\$ 16.00	\$ 720.00
45	Integrated Call Recorder	\$ 17.00	\$ 765.00
1	Laser Jet Printer	\$ 47.00	\$ 47.00
48	Software for ESRI data	\$ 98.00	\$ 4,704.00
1	MAP Base ESRI Edition Software	\$ 68.00	\$ 68.00
1	MAP Base MAP Configuration	\$ 97.00	\$ 97.00
98	19 Inch LCD Monitor	\$ 58.00	\$ 5,684.00
1	MIS Server	\$ 814.00	\$ 814.00
1	Object Server	\$ 104.00	\$ 104.00
1	VIPER Base System	\$ 2,539.00	\$ 2,539.00
5	CAMA Gateway Shelf	\$ 23.00	\$ 115.00
10	CIM Cards	\$ 108.00	\$ 1,080.00
3	VOIP FXO Gateway	\$ 64.00	\$ 192.00
4	24 Port Switch with QOS	\$ 30.00	\$ 120.00
2	Backroom Access License	\$ 21.00	\$ 42.00
32	Soft Switch Access License	\$ 33.00	\$ 1,056.00
48	VIPER Enabling Kit	\$ 109.00	\$ 5,232.00
1	Power Base System	\$ 3,133.00	\$ 3,133.00
37	Additional Position	\$ 236.00	\$ 8,732.00
4	VIPER 48 Volt Power Module	\$ 19.00	\$ 76.00
1	VIPER ACD Interface	\$ 2,821.00	\$ 2,821.00
2	145 GB Hard Drive for G2 Server	\$ 11.00	\$ 22.00
2	Redundant Disk Array	\$ 94.00	\$ 188.00
3	17 inch Monitor	\$ 51.00	\$ 153.00
15	AIM Module	\$ 37.00	\$ 555.00
1	Surge Protector	\$ 43.00	\$ 43.00
1	VIPER Monitor	\$ 1,246.00	\$ 1,246.00
50	Split Client Solution Equipment	\$ 170.00	\$ 8,500.00
			\$ 49,552.00

This is a monthly charge that is all inclusive of maintenance, service, and support



Special Service Arrangement Agreement

Case Number GA07-A392-02

This Special Service Arrangement (SSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and City of Atlanta ("Customer or Subscriber"), and is entered into pursuant to Tariff Section B5 of the Private Line Services Tariff. This Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

1. Subscriber requests and Company agrees, subject to the terms and conditions herein, to provide the service described in this Agreement at the monthly and nonrecurring rates, charges, and conditions as described in this Agreement ("Service"). The rates, charges, and conditions described in this Agreement are binding upon Company and Subscriber for the duration of this Agreement. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said service period shall commence the date upon which installation of the service is completed.
2. Company agrees to provide Subscriber notice of any additional tariffed services required for the installation of the Service. Subscriber agrees to be responsible for all rates, charges and conditions for any additional tariffed services that are ordered by Subscriber.
3. This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A2 of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. All appropriate tariff rates and charges shall be included in the provision of this service. Except for the expressed rates, charges, terms and conditions herein, in the event any part of this Agreement conflicts with the terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, the tariff shall control.
4. This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect.
5. If Subscriber cancels this Agreement prior to the completed installation of the Service, but after the execution of this Agreement by Subscriber and Company, Subscriber shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had been completed by Company.
6. The rates, charges, and conditions described in this Agreement may be based upon information supplied to Company by the Subscriber, including but not limited to forecasts of growth. If so, Subscriber agrees to be bound by the information provided to Company. Should Subscriber fail to meet its forecasted level of service requirements at any time during the term of this Agreement, Subscriber shall pay all reasonable costs associated with its failure to meet its projected service requirements.



Special Service Arrangement Agreement

Case Number GA07-A392-02

7. (a) If Subscriber cancels this Agreement at any time prior to the expiration of the service period set forth in this Agreement, Subscriber shall be responsible for all termination charges. Unless otherwise specified by the tariff, termination charges are defined as all reasonable charges due or remaining as a result of the minimum service period agreed to by the Company and Subscriber and set forth in this Agreement.
- (b) Subscriber further acknowledges that it has options for its telecommunications services from providers other than Company and that it has chosen Company to provide the services in this Agreement. Accordingly, if Subscriber assigns this Agreement to a certified reseller of Company local services and the reseller executes a written document agreeing to assume all requirements of this Agreement, Subscriber will not be billed termination charges. However, Subscriber agrees that in the event it fails to meet its obligations under this Agreement or terminates this Agreement or services purchased pursuant to this Agreement in order to obtain services from a facilities based service provider or a service provider that utilizes unbundled network elements, Subscriber will be billed, as appropriate, termination charges as specified in this Agreement.
8. This Agreement shall be construed in accordance with the laws of the State of Georgia.
9. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.
- Company
BellSouth Telecommunications, Inc.
Assistant Vice President
2180 Lake Boulevard NE
Atlanta, GA 30319-
- Subscriber
City of Atlanta
180 Peachtree St
Atlanta, GA 30303-
10. Subscriber may not assign its rights or obligations under this Agreement without the express written consent of Company and only pursuant to the conditions contained in the appropriate tariff.
11. In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect.
12. Subscriber acknowledges that Subscriber has read and understands this Agreement and agrees to be bound by its terms and conditions. Subscriber further agrees that this Agreement, and any orders, constitute the complete and exclusive statement of the Agreement between the parties, superseding all



Special Service Arrangement Agreement

Case Number GA07-A392-02

proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement.

13. Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the Order until accurate and appropriate credit approval requirements are established and accepted by Customer.
14. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Subscriber and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.
15. Should any state or federal legislative or regulatory authority with appropriate jurisdiction determine that any or all of the Regulated Services provided hereunder should no longer be regulated or provisioned under previously applicable tariffs, and provided it is otherwise permissible under applicable state or federal law, the Parties agree that their respective provision and purchase of such Regulated Services shall thereupon be governed by the terms and conditions of this Agreement.



Special Service Arrangement Agreement

Case Number GA07-A392-02
Option 1 of 1

Offer Expiration: This offer shall expire on: 5/11/2008.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Special Service Arrangement (SSA) provides for special construction charges associated with route diversity for intraLATA services to 180 Peachtree Street, Atlanta, Georgia.

Tariff rates, charges, terms and conditions apply in addition to this Agreement for services being transported over the diverse route.

This Agreement provides a one-time charge.



Special Service Arrangement Agreement

Case Number GA07-A392-02

Option 1 of 1

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber:

City of Atlanta

By:

D. C. G. N. Turner
Authorized Signature

Printed Name: D. Chief G. N. Turner

Title: D. Chief

Date: 3/18/08

Company:

BellSouth Telecommunications, Inc.

By: Government Education Medical

By:

Jeff Collins
Authorized Signature

Printed Name: Jeff Collins

Title: Technical Sales Manager

Date: 3-21-08



Special Service Arrangement Agreement

Case Number GA07-A392-02
Option 1 of 1

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	Contract Preparation Charge	\$353.00	\$.00	WGGVF
2	Special Construction for placing new facilities.	\$2,004.00	\$.00	W000V



Special Service Arrangement Agreement

Case Number GA07-A392-02

Option 1 of 1

RATES AND CHARGES

NOTES:

1. The Subscriber is liable for the revenues to the Company for the full term of this Agreement. If the Subscriber disconnects early, two payment options are available:
 - a. Continue paying the monthly rates for the remainder of the Agreement term, or
 - b. Make a lump sum payment discounted by the current prime interest rate plus two percentage points.
2. These rates and charges are in addition to any tariff rates and charges that may apply.
3. If Standby Route:
The diverse route will be empty and on standby in case the main route fails.
These rates and charges are in addition to any tariff rates and charges that may apply.

END OF ARRANGEMENT AGREEMENT OPTION 1



Addendum Agreement

Case Number GA07-A792-03

THE UNDERSIGNED PARTIES, BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and Atlanta City Government ("Customer or Subscriber"), hereby agree, as acknowledged by their appropriate signatures as set out below, to amend and change Special Service Arrangement (SSA) Agreement GA02-C766-02. This Addendum Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

Offer Expiration: This offer shall expire on: 5/14/2008.

1. Subscriber acknowledges that Subscriber has read and understands this Agreement and agrees to be bound by its terms and conditions. Subscriber further agrees that this Agreement, and any orders, constitute the complete and exclusive statement of the Agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement.
2. Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the Order until accurate and appropriate credit approval requirements are established and accepted by Customer.
3. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Subscriber and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.



Addendum Agreement

Case Number GA07-A792-03

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber:

Atlanta City Government

By: *A.C. M. Turner*
Authorized Signature

Printed Name: G. N. Turner

Title: D. Chief, SSD

Date: 3/18/08

Company:

BellSouth Telecommunications, Inc.

By: Government Education Medical

By: *Jeff Collins*
Authorized Signature

Printed Name: Jeff Collins

Title: Technical Sales Manager

Date: 3-21-08



Addendum Agreement

Case Number GA07-A792-03
Option 1 of 1

Service description:

This Addendum Agreement provides rates and charges for equipment added to the Customer's existing E911 Public Safety Answering Position (PSAP) system provided by Positron.

This Addendum Agreement also extends the service period of the Customer's existing service sixty (60) months from the expiration date (April 17, 2008) of the original Agreement.

All terms and conditions of Special Service Arrangement Agreement GA02-C766-02 apply to this Addendum Agreement unless modified herein.



Addendum Agreement

Case Number GA07-A792-03
Option 1 of 1

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	Positron Power MIS 3.0 Additional data license -Each (Addendum to GA02-C766-02. Add rate element.)	\$69.00	\$22.00	W11L6
2	Positron Dual Video Card a) each (Like USOC W11PP) (Addendum to GA02-C766-02. Add rate element.)	\$.00	\$4.00	
3	Positron Power 911 - Agent Toolkit Software a) each (Like USOC W11QA) (Addendum to GA02-C766-02. Add rate element.)	\$.00	\$16.00	
4	Positron Power 911 - Integrated Call Recorder a) each (Like USOC W11QD) (Addendum to GA02-C766-02. Add rate element.)	\$.00	\$17.00	
5	Positron Laser Printer with Jet Direct 600N a) each (Addendum to GA02-C766-02. Add rate element.)	\$22.00	\$47.00	W11QO
6	Positron Power MAP (TM) 2.00 Software for ESRI Data (Data not included) a) each (Note: Additional Monitors and Dual or Quad Video Card recommended) (Like USOC W11RK) (Addendum to GA02-C766-02. Add rate element.)	\$1,206.00	\$98.00	
7	Positron Power MAP Base ESRI Editing Software a) each (Assumes a non-active position or Customer supplied computer will be used for map data editing) (Like USOC W11RM) (Addendum to GA02-C766-02. Add rate element.)	\$.00	\$68.00	

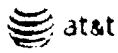


Addendum Agreement

Case Number GA07-A792-03
Option 1 of 1

RATES AND CHARGES

8	Positron Power MAP - Base Map Configuration a) each (Like USOC W11RO) (Addendum to GA02-C766-02. Add rate element.)	\$49.00	\$97.00	
9	Positron Site Survey a) Per site (Addendum to GA02-C766-02. Change Non-Recurring Charge only.)	\$3,053.00	\$.00	W11T3
10	Positron Power 911 Training - Travel Fee a) per occasion (Addendum to GA02-C766-02. Change Non-Recurring Charge only.)	\$1,592.00	\$.00	W11TA
11	Positron Power 911 Training - Living Expenses a) per day (Addendum to GA02-C766-02. Change Non-Recurring Charge only.)	\$255.00	\$.00	W11TB
12	Positron On-site Training - Power 911 Call taker (minimum 4 Call Takers) a) per Call Taker (4 hours) (Addendum to GA02-C766-02. Change Non-Recurring Charge only.)	\$288.00	\$.00	W11TC
13	Positron Power 911 Training - Administrator - 2 days (Configurator Lite; Power MIS; Windows NT) a) per Administrator, each (Addendum to GA02-C766-02. Change Non-Recurring Charge only.)	\$2,623.00	\$.00	W11TG
14	Positron 19 inch LCD Monitor -Each (Addendum to GA02-C766-02. Add rate element.)	\$106.00	\$58.00	W11TM
15	Positron Power MIS 3.0 Server Component 16-30 Positions -each (Addendum to GA02-C766-02. Add rate element.)	\$1,748.00	\$814.00	W11TS
16	Positron Power 911 - Object Server	\$15.00	\$104.00	W11TV



Addendum Agreement

Case Number GA07-A792-03
Option 1 of 1

RATES AND CHARGES

	-Each (Addendum to GA02-C766-02. Add rate element.)			
17	Positron VIPER Base System OP x 8T x OA a) each (Addendum to GA02-C766-02. Add rate element.)	\$25,490.00	\$2,539.00	W22J9
18	Positron CAMA Gateway Shelf a) each (Addendum to GA02-C766-02. Add rate element.)	\$121.00	\$23.00	W22JB
19	Positron CIM Card a) each (Addendum to GA02-C766-02. Add rate element.)	\$458.00	\$108.00	W22JC
20	Positron VoIP FXO Gateway. 8 ports a) each (Addendum to GA02-C766-02. Add rate element.)	\$253.00	\$64.00	W22JH
21	Positron 24 port switch with QoS a) each (Addendum to GA02-C766-02. Add rate element.)	\$143.00	\$30.00	W22JK
22	Positron Backroom Position Access License a) each (Addendum to GA02-C766-02. Add rate element.)	\$.00	\$21.00	W22JL
23	Positron Soft Switch Access License -per workstation (Addendum to GA02-C766-02. Add rate element.)	\$.00	\$33.00	W22JM
24	Positron VIPER Enabling Kit a) each (Addendum to GA02-C766-02. Add rate element.)	\$175.00	\$109.00	W22JO
25	Positron	\$3,876.00	\$3,133.00	W22JQ



Addendum Agreement

Case Number GA07-A792-03
Option 1 of 1

RATES AND CHARGES

	Power 911, Base System, 11-25 positions, (equipped with 11) a) each (Addendum to GA02-C766-02. Add rate element.)			
26	Positron Power 911, Additional position (10+ pos) (Requires Monitor) a) each (Addendum to GA02-C766-02. Add rate element.)	\$112.00	\$236.00	W22JR
27	Positron -48 Volt Power Module for VIPER a) each (one required, per site) (Addendum to GA02-C766-02. Add rate element.)	\$61.00	\$19.00	W22JV
28	Positron Power MAP Administrator Training -Per Day (Addendum to GA02-C766-02. Add rate element.)	\$2,025.00	\$ 0.00	W22TB
29	Positron VIPER ACD Interface -each (Addendum to GA02-C766-02. Add rate element.)	\$ 0.00	\$2,821.00	
30	Positron 145-GB Hard Drive for G2 Server -each (Addendum to GA02-C766-02. Add rate element.)	\$ 0.00	\$11.00	
31	Positron Power 911, Redundant Disk Array (16-30 positions) -Each (Addendum to GA02-C766-02. Add rate element.)	\$ 0.00	\$94.00	
32	Positron IP Phone Snom 320 -Each (Addendum to GA02-C766-02. Add rate element.)	\$ 0.00	\$13.00	



Addendum Agreement

Case Number GA07-A792-03
Option 1 of 1

RATES AND CHARGES

33	Contract Preparation Charge	\$316.00	\$.00	WGGVF
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Addendum Agreement

Case Number GA07-A792-03
Option 1 of 1

RATES AND CHARGES

NOTES:

There are no other additions, deletions or changes to Special Service Arrangement Agreement GA02-C766-02 included in this Addendum Agreement. All other terms and conditions as previously agreed and acknowledged remain unchanged and in full force.

END OF ARRANGEMENT AGREEMENT OPTION 1



Addendum Agreement

Case Number GA08-7408-02

THE UNDERSIGNED PARTIES, BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and Atlanta City Government ("Customer" or "Subscriber"), hereby agree, as acknowledged by their appropriate signatures as set out below, to amend and change Special Service Arrangement (SSA) Agreement GA02-C766-02. This Addendum Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

Offer Expiration: This offer shall expire on: 12/24/2008.

1. Subscriber acknowledges that Subscriber has read and understands this Agreement and agrees to be bound by its terms and conditions. Subscriber further agrees that this Agreement, and any orders, constitute the complete and exclusive statement of the Agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement.
2. Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the Order until accurate and appropriate credit approval requirements are established and accepted by Customer.
3. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Subscriber and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.



Addendum Agreement

Case Number GA08-7408-02

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber:

Atlanta City Government

By: D/C [Signature]
Authorized Signature

Printed Name: D/C George N. Turner

Title: D. Chief

Date: 8/27/08

Company:

BellSouth Telecommunications, Inc.

By: Jean Claude [Signature]
Authorized Signature

Printed Name: Jean Claude Lize

Title: Sales Manager

Date: 8/28/08



Addendum Agreement

Case Number GA08-7408-02
Option 1 of 1

Service description:

This Addendum Agreement provides rates and charges for equipment added to the Customer's existing E911 Public Safety Answering Position (PSAP) system provided by Positron.

This Addendum Agreement also extends the service period of the Customer's existing service sixty (60) months from the Company date of acceptance of this Addendum Agreement.

All terms and conditions of Special Service Arrangement Agreement GA02-C766-02 apply to this Addendum Agreement unless modified herein.



Addendum Agreement

Case Number GA08-7408-02
Option 1 of 1

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	Positron Monitor 17 inch LCD-Each (Addendum to GA02-C766-02. Add rate element.)	\$90.00	\$51.00	W11L5
2	Positron AIM Module-each (Addendum to GA02-C766-02. Add rate element.)	\$.00	\$37.00	W22LB
3	Positron Surge protection for cabinet (16 amp twist lock)-each (Addendum to GA02-C766-02. Add rate element.)	\$.00	\$43.00	W22LC
4	Positron Viper Monitor (Addendum to GA02-C766-02. Add rate element.)	\$.00	\$1,246.00	
5	Positron Split Client Solution Equipment (Addendum to GA02-C766-02. Add rate element.)	\$.00	\$170.00	
6	Contract Preparation Charge (Addendum to GA02-C766-02. Add rate element.)	\$316.00	\$.00	WGGVF



Addendum Agreement

Case Number GA08-7408-02
Option 1 of 1

RATES AND CHARGES

NOTES:

There are no other additions, deletions or changes to Special Service Arrangement Agreement GA02-C766-02 included in this Addendum Agreement. All other terms and conditions as previously agreed and acknowledged remain unchanged and in full force.

END OF ARRANGEMENT AGREEMENT OPTION 1

**SPECIAL SERVICE ARRANGEMENT
AGREEMENT**

Case Number GA02-C766-02

This Special Service Arrangement Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and City Of Atlanta 911 ("Customer or Subscriber"), and is entered into pursuant to Tariff Section A5 of the General Subscriber Services Tariff. This Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

1. Subscriber requests and Company agrees, subject to the terms and conditions herein, to provide the service described in the Attachment(s) at the monthly and nonrecurring rates, charges, and conditions as described in the Attachment(s) ("Service"). The rates, charges, and conditions described in the Attachment(s) are binding upon Company and Subscriber for the duration of this Agreement. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said service period shall commence the date upon which installation of the service is completed.
2. Subscriber agrees to subscribe to and Company agrees to provide any additional tarified services required for the installation of the Service. Subscriber agrees to be responsible for all rates, charges, and conditions for such tarified services.
3. This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A2 of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. All appropriate tariff rates and charges shall be included in the provision of this service. The tariff shall supersede any conflicting provisions of this Agreement, with the exception of the rates and charges herein, in the event any part of this Agreement conflicts with terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved tariffs.
4. This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect.
5. If Subscriber cancels this Agreement prior to the completed installation of the Service, but after the execution of this Agreement by Subscriber and Company, Subscriber shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had been completed by Company.
6. The rates, charges, and conditions described in the Attachment(s) may be based upon information supplied to Company by the Subscriber, including but not limited to forecasts of growth. If so, Subscriber agrees to be bound by the information provided to Company. Should Subscriber fail to meet its forecasted level of service requirements at any time during the term of this Agreement, Subscriber shall pay all reasonable costs associated with its failure to meet its projected service requirements.

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELL SOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

Page 1 of 9

Customer Initials 

Date 12/13/02

**SPECIAL SERVICE ARRANGEMENT
AGREEMENT**

Case Number GA02-C766-02

7. (a) If Subscriber cancels this Agreement at any time prior to the expiration of the service period set forth in this Agreement, Subscriber shall be responsible for all termination charges. Unless otherwise specified by tariff, termination charges are defined as all reasonable charges due or remaining as a result of the minimum service period agreed to by Company and Subscriber and set forth in the Attachment(s).

7. (b) Subscriber further acknowledges that it has options for its telecommunications services from providers other than BellSouth and that it has chosen BellSouth to provide the services in this Agreement. Accordingly, if Subscriber assigns this Agreement to a certified reseller of BellSouth local services and the reseller executes a written document agreeing to assume all requirements of this Agreement, Subscriber will not be billed termination charges. However, Subscriber agrees that in the event it fails to meet its obligations under this Agreement or terminates this Agreement or services purchased pursuant to this Agreement in order to obtain services from a facilities based service provider or a service provider that utilizes unbundled network elements, Subscriber will be billed, as appropriate, termination charges as specified in this Agreement.

8. This Agreement shall be construed in accordance with the laws of the State of Georgia.

9. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.

Company
BellSouth Telecommunications, Inc.
Assistant Vice President
2180 Lake Blvd. mail bin 09B01
Atlanta, GA 30319

Subscriber
City Of Atlanta 911
675 Ponce de Leon Av NE
Atlanta, GA 30308

10. Subscriber may not assign its rights or obligations under this Agreement without the express written consent of Company and only pursuant to the conditions contained in the appropriate tariff.

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE
BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

Page 2 of 9

Customer Initials 

Date 12/13/02

JAN-07-2003(TUE) 13:34

(FAX) 4048296416

P. 004/010

**SPECIAL SERVICE ARRANGEMENT
AGREEMENT**

Case Number GA02-C766-02

11. In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect.

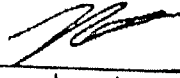
PRIVATE/PROPRIETARY

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Page 3 of 9

Customer Initials

Date


12/13/02

**SPECIAL SERVICE ARRANGEMENT
AGREEMENT**

Case Number GA02-C766-02

Option 1 of 1

Offer Expiration: This offer shall expire on: 4/6/2003.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Special Service Arrangement provides rates and charges for Positron Public Safety Systems Corporation E911 Public Safety Answering Position (PSAP) equipment and software.

This Agreement is for sixty (60) months.

The service interval will be negotiated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber:

City Of Atlanta 911

By: 

Authorized Signature

Printed Name: William G. Gordon

Title: Police Major

Date: December 13, 2002

Company:

BellSouth Telecommunications, Inc.

By: BellSouth Business Systems, Inc.

By: 

Authorized Signature

Printed Name: Reva C. Walker

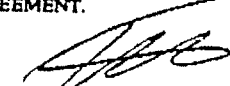
Title: Branch Manager

Date: 12-31-02

PRIVATE/PROPRIETARY

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Page 4 of 9

Customer Initials 

Date 12/13/02

**SPECIAL SERVICE ARRANGEMENT
AGREEMENT**

Case Number GA02-C766-02

Option 1 of 1

RATES AND CHARGES

<u>Rate Element</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1. Positron 19 inch CRT Monitor - Short Neck a) each	\$0.00	\$36.00	W11PG
2. Positron Power 911 IAP/PC Card w/6 wire jack a) each	\$34.00	\$124.00	W11PR
3. Positron Dual Video Card a) each	\$0.00	\$36.00	W11PP
4. Positron Power 911 - Meridian / Norstar Interface Kit a) each	\$21.00	\$57.00	W11PS
5. Positron Power 911 - Base System - 26 to 50 Positions (equipped with 25) a) each (Requires Monitors for positions and an additional hub if over 20 positions)	\$2,063.00	\$11,407.00	W11PX
6. Positron Additional Position (add to one of the Base Systems) a) each (Requires Monitor)	\$76.00	\$403.00	W11PY
7. Positron Power 911 - Agent Toolkit Software a) each	\$0.00	\$17.00	W11QA
8. Positron Power 911 - Integrated Call Recorder a) each	\$0.00	\$30.00	W11QD
9. Positron Power 911 - Integrated TDD for M1 or	\$0.00	\$39.00	W11QE

PRIVATE/PROPRIETARY

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SOUTHWEST COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

Page 3 of 9

Customer Initials

Date

12/13/02

**SPECIAL SERVICE ARRANGEMENT
AGREEMENT**

Case Number GA02-C766-02
Option 1 of 1

RATES AND CHARGES

<u>Rate Element</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
9. Norstar PBX a) each			
<u>Rate Element</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
10. Positron Power 911 - Redundant Disk Array a) each	\$5.00	\$212.00	W11QK
11. Positron Power MAP 2.00 for ESRI data a) each	\$1,187.00	\$103.00	W11RK
12. Positron Power MAP Base ESRI Editing Software a) each	\$5.00	\$127.00	W11RM
13. Positron Training - Travel Fee a) per occasion	\$1,432.00	\$5.00	W11TA
14. Positron Power 911 Training - Living Expenses a) per day	\$230.00	\$5.00	W11TB
15. Positron On-site Training - Power 911 Calltaker (minimum 4 Calltakers) a) per Calltaker (4 hours)	\$288.00	\$5.00	W11TC
16. Positron Power 911 Training - Administrator - 2 days (Configurator Lite; Power MTS; Windows NT) a) per Administrator, each	\$2,373.00	\$5.00	W11TG
17. Positron Site Survey	\$3,053.00	\$5.00	W11TJ

PRIVATE/PROPRIETARY

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BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

Page 6 of 9

Customer Initials 

Date 12/13/03

**SPECIAL SERVICE ARRANGEMENT
AGREEMENT**Case Number GA02-C766-02
Option 1 of 1**RATES AND CHARGES**

<u>Rate Element</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
17. a) Per site			
18. Positron Firmware Upgrade (LL100 and LAP Plus) a) per each E9-1-1 Trunk	\$14.00	\$13.00	W11LR
19. Positron Workstation Computer a) each	\$935.00	\$90.00	W11S8
<u>Rate Element</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
20. Positron Power MAP - Base Map Configuration a) each	\$0.00	\$50.00	W11RO
21. Positron Power MIS 2.0, 19-28 positions a) each	\$837.00	\$662.00	W11RS
22. Positron Power MIS Additional Client Licence a) each	\$22.00	\$40.00	W11RT
23. Contract Preparation Charge	\$218.00	\$0.00	WGGVF

PRIVATE/PROPRIETARY
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BELL SOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

Page 7 of 9

Customer Initials

Date

12/13/02

**SPECIAL SERVICE ARRANGEMENT
AGREEMENT**Case Number GA02-C766-02
Option 1 of 1**RATES AND CHARGES****NOTES:****Note 1:**

A termination liability charge will be applicable if the Customer terminates this Agreement prior to the end of the sixty (60) month service period. The applicable charge is equal to the number of months remaining in the Agreement term multiplied by sixty percent (60%) of the monthly rates.

Note 2:

The Customer must subscribe to rate elements within the first twelve (12) months of acceptance of the Agreement. Addition of equipment beyond the initial twelve (12) month period will require a new Special Service Arrangement.

Note 3:

Rates and charges herein are in addition to any applicable tariff rates and charges. Rules and regulations of the General Subscriber Services Tariff apply.

Note 4:

This Agreement does not cover the following:

- damages caused by disasters such as fire, flood, wind, or earthquake.
- damages caused by unauthorized disconnects or de-powering of the system.
- damages caused by power surges, undervoltage, overvoltage, brownouts, or ground faults caused by commercial AC power and/or Customer provided generators.
- damages caused by modifications to the System, unauthorized attachments, alterations, modification or relocation of the System by an unauthorized person.
- damage during shipment other than original shipment to the Customer.
- damage caused by consumables or spilled liquids, impact with other objects.
- damage caused by any other abuse, misuse, mishandling, misapplication.
- damage caused by software viruses, however introduced.

In addition, in the case of damage, loss, theft or destruction of the equipment or software due to the negligence or willful act of the Customer or other persons authorized to use the equipment or software, and not due to ordinary wear and tear, the Customer shall be required to pay the expense incurred by the Company in connection with the replacement of the equipment damaged, lost, stolen or destroyed or the expense incurred in restoring it to its original condition.

Note 5:

The Customer must provide proper grounding and bonding of the equipment as specified in the E9-1-1 PSAP Site Requirements (a document separate from this Agreement).

Note 6:

Devices or software not provided by the Company will not be maintained by the Company even though interconnected or integral to the System.

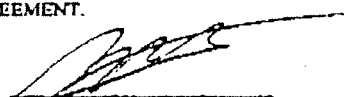
PRIVATE/PROPRIETARY

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Page 8 of 9

Customer Initials

Date


12/13/02

**SPECIAL SERVICE ARRANGEMENT
AGREEMENT**Case Number GA02-C766-02
Option 1 of 1**Note 7:**

In the event that all or any part of this Agreement is terminated at the Customer's request prior to the expiration of the Agreement term, the Customer will be required to pay the applicable termination charge as stated in this Agreement. The Agreement provisions concerning termination liability shall be inapplicable to any state, county or municipal governmental entity when there is in effect, as a result of action by such entity and through a duly constituted legislative, administrative, or executive body:

1. a statute;
2. an ordinance;
3. a policy directive; or
4. a constitutional provision

which restricts or prohibits an additional contractual payment for early termination of a contract by any such entity, or agency thereof, due to an unavailability of funding. When service is being provided and funding to the governmental entity for such service becomes unavailable, the governmental entity may cancel the service without additional payment obligation. Absent any official statute, ordinance, policy directive, or constitutional provision, the Customer shall be responsible for the termination charge.

Note 8:

All trademarks or service marks contained herein are the property of the respective owners.

END OF ARRANGEMENT AGREEMENT OPTION 1

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELL SOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

Page 9 of 9

Customer Initials Date 12/13/02

404 M04 7511 001 *BILL* FEB 01 2010 *LIVE*

E ATLD UEE

ARC UP

PORC

ATLANTA CITY E911

PB 301

STA

TAX ONNO

CC B MCC1 C0352

ATTN: MILES BUTLER

RA

RTA

TAR 001981 TBE

DOI 052609

180 PEACHTREE ST NW

RB 402

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ATLANTA

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AMT DUE 117806.65

CI TRT: MILES BUTLER OBS: OBS 404 817-2370

*CIV 0609

(BSUM) OWNR C MAN

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PA 51618.77CR

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BAL 65328.92

TOT 51618.84

INTU 358.89

CC 51618.84

TOT 117806.65

BST CHRGES (BST,A00100)

SE 49552.00 0201-0228

DATE TYPE NOTATIONS

01 PAYADJ THRU BILL

010710 A 51618.77

00 SINCE BILL END

FU ACT USERID

404 M04 7511 001 *ITEM* FEB 01 2010 *LIVE*

ARC UP

E ATLD UEE

ATLANTA CITY E911 PB 301 STA TAX 0NNO
ATTN: MILES BUTLER RA RTA TAR 001981 TBE
180 PEACHTREE ST NW RB 402 NT AVT 0 DEP -00
ATLANTA GA+ PPD CCH AMT DUE 117806.65
BST CHRGS A00100 PG 0001 / 0002 MORE

CC B MCC1 C0352
DOI 052609

ATLANTA CITY E911
ATTN: MILES BUTLER
180 PEACHTREE ST NW
ATLANTA GA 30303-1760

Account Number
Billing Date

404 M04-7511 001
Feb 01, 2010

LEFT COLUMN

Bill-At-A-Glance
Previous Bill
Payment Received 1-02
Adjustments
Past Due - Please Pay Immediately
Current Charges
Total Amount Due

116,947.69
51,618.77CR
858.89
66,187.81
51,618.84
117,806.65

404 M04 7511 001 *ITEM* FEB 01 2010 *LIVE*

ARC UP

E ATLD UEE

PORC

ATLANTA CITY E911 PB 301 STA TAX ONNO
ATTN: MILES BUTLER RA RTA TAR 001981 TBE
180 PEACHTREE ST NW RB 402 NT AVT 0 DEP -00
ATLANTA GA+ PPD CCH AMT DUE 117806.65
BST CHRGS A00100 PG 0001.01/ 0002 MORE

CC B MCC1 C0352
DOI 052609

Current Charges Due in Full by

Mar 1, 2010

Billing Summary

Questions? Visit att.com

Page

Plans and Services

1

51,618.84

1 866 620-6000

PIN: 0352

Repair Service:

1 866 620-6900

Total Current Charges

51,618.84

News You Can Use Summary

PREVENT DISCONNECT

AMERICAN EXPRESSi

See "News You Can Use" for additional
information.

RIGHT COLUMN

404 M04 7511 001 *ITEM* FEB 01 2010 *LIVE*

E ATLD UEE

ARC UP

PORC

ATLANTA CITY E911 PB 301 STA TAX 0NNO

CC B MCC1 C0352

ATTN: MILES BUTLER RA RTA TAR 001981 TBE

DOI 052609

180 PEACHTREE ST NW RB 402 NT AVT 0 DEP -00

ATLANTA GA+ PPD CCH AMT DUE 117806.65

BST CHRGS A00100 PG 0001.02/ 0002 MORE

Detail of Payments and Adjustments

Item

No.	Date	Description	Adjustments	Payments
1.	1-02	Payment		51,618.77
2.	2-01	Late Payment Charge - Interest	858.89	
Totals			858.89	51,618.77

Plans and Services

Monthly Service - Feb 1 thru Feb 28

	Quantity	
3. Special Assembly	3	153.00
4. Pwr MIS 3.0 Addtl Data License	32	704.00
5. Laser Printer	1	47.00
6. LCD Monitor 19"	98	5,684.00
7. Special Assembly	1	814.00
8. Special Assembly	1	104.00

404 M04 7511 001 *ITEM* FEB 01 2010 *LIVE*

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BST CHRGS A00100 PG 0001.03/ 0002 MORE

9. VIPER Base System	1	2,539.00
10. VIPER CAMA Gateway Shelf	5	115.00
11. VIPER CIM Card	10	1,080.00
12. VIPER VoIP FXO Gateway 4 Port	3	192.00
13. VIPER 24 Port Switch	4	120.00
14. VIPER Backroom Position	2	42.00
Access License		
15. VIPER Soft Switch Access	32	1,056.00
License		
16. VIPER Enabling Kit	48	5,232.00
17. VIPER Base Syst 11-25 Users	1	3,133.00
18. VIPER Power 911 Addl Position	37	8,732.00
19. Special Assembly	4	76.00
20. Special Assembly	15	555.00
21. Special Assembly	1	43.00
22. Special Assembly	1	1,246.00
23. Special Assembly	50	8,500.00

404 M04 7511 001 *ITEM* FEB 01 2010 *LIVE*

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180 PEACHTREE ST NW RB 402 NT AVT 0 DEP -00

ATLANTA GA+ PPD CCH AMT DUE 117806.65

BST CHRG A00100 PG 0001.04/ 0002 MORE

24. Special Assembly	45	720.00
25. Special Assembly	45	765.00
26. Special Assembly	48	4,704.00
27. Special Assembly	1	68.00
28. Special Assembly	1	97.00
29. Special Assembly	1	2,821.00
30. Special Assembly	2	22.00
31. Special Assembly	2	188.00

Total Monthly Service 49,552.00

Local Services provided by AT&T Georgia.

Return bottom portion with your check in the enclosed envelope.

U.S. Pat. D410,950 and D414,510

DUE BY: Mar 1, 2010 \$117,806.65 LATE: After Mar 1, 2010 119,439.8

Past Due Charges - \$66,187.81 - Please Pay Immediately

Billing Date Feb 1, 2010

Account Number 404 M04-7511 001 0352

404 M04 7511 001 *ITEM* FEB 01 2010 *LIVE*

E ATLD UEE

ARC UP

PORC

ATLANTA CITY E911 PB 301 STA TAX ONNO

CC B MCC1 C0352

ATTN: MILES BUTLER RA RTA TAR 001981 TBE

DOI 052609

180 PEACHTREE ST NW RB 402 NT AVT 0 DEP -00

ATLANTA GA+ PPD CCH AMT DUE 117806.65

BST CHRGS A00100 PG 0001.05/ 0002

Please include your account number on your check.

ATLANTA CITY E911

ATTN: MILES BUTLER

180 PEACHTREE ST NW

ATLANTA GA 30303-1760

Make checks payable to:

AT&T

P.O. BOX 105262

ATLANTA, GA

30348-5262

Page 1 of 2

404 M04 7511 001 *ITEM* FEB 01 2010 *LIVE*

E ATLD UEE

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ARC UP

ATLANTA CITY E911 PB 301 STA TAX ONNO CC B MCC1 C0352

ATTN: MILES BUTLER RA RTA TAR 001981 TBE DOI 052609

180 PEACHTREE ST NW RB 402 NT AVT 0 DEP -00

ATLANTA GA+ PPD CCH AMT DUE 117806.65

BST CHRGS A00100 PG 0002 / 0002 MORE

AT&T

ATLANTA CITY E911

ATTN: MILES BUTLER

180 PEACHTREE ST NW

ATLANTA GA 30303-1760

Account Number

404 M04-7511 001

Billing Date

Feb 01, 2010

LEFT COLUMN

Plans and Services

Surcharges and Other Fees

119,439.82

Item

No. Description

Quantity

1. GA - Atlanta Loc/Intrast
Franchise Fee

2,066.84

404 M04 7511 001 *ITEM* FEB 01 2010 *LIVE*

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ATLANTA CITY E911 PB 301 STA TAX 0NNO

CC B MCC1 C0352

ATTN: MILES BUTLER RA RTA TAR 001981 TBE

DOI 052609

180 PEACHTREE ST NW RB 402 NT AVT 0 DEP -00

ATLANTA GA+ PPD CCH AMT DUE 117806.65

BST CHRGS A00100 PG 0002.01/ 0002 MORE

Total Plans and Services

51,618.84

News You Can Use

PREVENT DISCONNECT

Thank you for being a valued customer. Please be aware that all charges must be paid each month to keep your account current and prevent collection activities. We are required to inform you that certain charges MUST be paid in order to prevent interruption of basic local service. These charges are already included in the Total Amount Due and are \$.00. Also, neglecting to pay for remaining charges may result in interruption or removal of these remaining services or further collection action.

404 M04 7511 001 *ITEM* FEB 01 2010 *LIVE*

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ATLANTA CITY E911

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CC 8 MCC1 C0352

ATTN: MILES BUTLER

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TAR 001981 TBE

DOI 052609

180 PEACHTREE ST NW

RB 402

NT

AVT 0 DEP -00

ATLANTA

GA+

PPD

CCH

AMT DUE 117806.65

BST CHRGS A00100 PG 0002.02/

0002

MORE

AMERICAN EXPRESS

You can use your American Express Card to purchase products and services

from AT&T. Go to att.com or call the toll-free number on your invoice to find

services and equipment to meet your communications needs. Thank you for

choosing AT&T.

Terms and Conditions

DISPUTED DEBTS

Please note, any check or payment instrument in an amount less than the full

amount due that you send AT&T marked "PAID IN FULL" or otherwise

404 M04 7511 001 *ITEM* FEB 01 2010 *LIVE*

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ATLANTA CITY E911 PB 301 STA TAX ONNO CC B MCC1 C0352
ATTN: MILES BUTLER RA RTA TAR 001981 TBE DOI 052609
180 PEACHTREE ST NW RB 402 NT AVT 0 DEP -00
ATLANTA GA+ PPD CCH AMT DUE 117806.65
BST CHRGS A00100 PG 0002.03/ 0002

tender as

full satisfaction of a disputed amount, must be sent to AT&T

Accounts Receivable

Management, 333 Commerce St, FLR 20, Nashville TN 37201-1800 and NOT
the

payment address shown on the payment return document. Thank you for
choosing

AT&T for your communications needs.

LATE CHARGE REMINDER

A \$15.00 Late Payment Charge and a 1.5% interest charge may apply to
an unpaid

balance as of your next bill date.

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Page 2 of 2

RCS# 125
3/15/10
2:19 PM

Atlanta City Council

REGULAR SESSION

CONSENT II

REFER

YEAS: 12
NAYS: 0
ABSTENTIONS: 0
NOT VOTING: 1
EXCUSED: 1
ABSENT 2

Y Smith	Y Archibong	Y Moore	Y Bond
B Hall	Y Wan	Y Martin	Y Watson
Y Young	Y Shook	E Bottoms	Y Willis
Y Winslow	Y Adrean	B Sheperd	NV Mitchell

CONSENT II

Part II: Legislative White Paper: (This portion of the Legislative Request Form will be shared with City Council members and staff)

A. To be completed by Legislative Counsel:

Committee of Purview: FINANCE/EXECUTIVE

Caption:

AN ORDINANCE AUTHORIZING THE MAYOR OR HIS DESIGNEE TO WAIVE THE SOURCE SELECTION AND PAYMENT PROVISIONS CONTAINED IN THE CITY OF ATLANTA CODE OF ORDINANCES, ARTICLE X, PROCUREMENT AND REAL ESTATE CODE, TO RATIFY THE PRIOR PROVISION OF EMERGENCY 911 EQUIPMENT AND SUPPORT SERVICES BY AT&T TELECOMMUNICATIONS FOR THE PERIOD BEGINNING MARCH 21, 2008 THROUGH MARCH 31, 2010; TO AUTHORIZE AN AGREEMENT WITH AT&T TELECOMMUNICATIONS FOR EMERGENCY 911 SUPPORT EQUIPMENT FROM APRIL 1, 2010 THROUGH MAY 04, 2013 FOR AN AMOUNT NOT TO EXCEED EIGHTY-SIX THOUSAND, THREE HUNDRED SIXTY-FOUR DOLLARS AND EIGHT CENTS (\$86,364.08) PER MONTH, ALL FUNDS TO BE CHARGED TO AND PAID FROM FUND, DEPARTMENT, ORGANIZATION, AND ACCOUNT NUMBERS 2151 (EMERGENCY TELEPHONE SYSTEM) 240207 (APD E-911) 5232005 (E-911 TELEPHONE EXPENSE) 3800000 (E-911); AND FOR OTHER PURPOSES.

Council Meeting Date: March 15, 2010

Requesting Dept: Information Technology

B. To be completed by the department:

1. Please provide a summary of the purpose of this legislation (Justification Statement).

DIT would like to ratify and confirm paying for equipment and support services provided by AT&T from March 21, 2008, through March 31, 2010 and enter into a sixty-month agreement with AT&T for E-911 Support Services with an effective date of March 31, 2008 in an amount not to exceed Eighty-Six Thousand, Three Hundred Sixty-Four Dollars And Eight Cents (\$86,364.08) per month resulting in a total contract price not to exceed Five Million, One Hundred Eighty-One Thousand, Eight Hundred Forty-Four Dollars and Eighty Cents (\$5,181,844.80)

2. Please provide background information regarding this legislation.

The City obtained equipment and Emergency 911 support services from AT&T with payments to be made over sixty (60) months beginning on March 21, 2008; and the City added other equipment to the purchase on August 28, 2008.

The documentation for the transaction was not accompanied by authorizing legislation and the services reflected in the documentation were not adequately defined so as to reflect enforceable rights and obligations for both parties and the services provided by AT&T are necessary for the continued operation of the City's Emergency 911 system.

3. If Applicable/Known:

(a) **Contract Type (e.g. Professional Services, Construction Agreement, etc):** Equipment Purchase and Support.

(b) **Source Selection:** Waived

(c) **Bids/Proposals Due:**

(d) **Invitations Issued:**

(e) **Number of Bids:**

(f) **Proposals Received:**

(g) **Bidders/Proponents:**

(h) **Term of Contract:** 5 Years (February 1, 2008 to April 1, 2013)

4. Fund Account: 2151 (Emergency Telephone System) 240207 (APD E-911) 5232005 (E-911 Telephone Expense) 3800000 (E-911)

5. Source of Funds:

6. Fiscal Impact: (\$36,812.08) per month for support & (\$49,552.00) per month for equipment purchase.

7. Method of Cost Recovery:

This Legislative Request Form Was Prepared By: Kathleen Lane, DIT Compliance Analyst

Legislation Summary

Committee of Purview:

Caption

An ordinance authorizing the Mayor to execute an appropriate contractual agreement on behalf of the Department of Information Technology with AT & T Telecommunications in an amount not to exceed eighty six thousand three hundred sixty four dollars and eight cents (\$86,364.08). All contract work shall be charged to and paid from fund account and center number: 2151 (Emergency Telephone System), 240207 (APD E-911), 5232005 (E-911 Telephone Expense), 3800000 (E-911).

Council Meeting Date: March 15, 2010

Legislation Title: Ordinance authorizing the Chief Procurement Officer to Remit Payment utilize in Pursuant to waive Article X ("The Procurement and Real Estate Code") of the Atlanta City Code to Ratify the Prior Provision of Emergency 911 Equipment and Support Services by AT & T Telecommunications for the period beginning March 21, 2008 through March 31, 2010 to authorize an agreement with AT & T Telecommunications for Emergency 911 Support Equipment from April 1, 2010 through May 04, 2013 on behalf of the Department of Information Technology in an amount not to exceed eighty six thousand three hundred sixty four dollars and eight cents (\$86,364.08). All contract work shall be charged to and paid from fund account and center number: 2151 (Emergency Telephone System), 240207 (APD E-911), 5232005 (E-911 Telephone Expense), 3800000 (E-911).

Requesting Department: Department of Information Technology

Contract Type: N/A

Source Selection: Waive Article X ("The Procurement and Real Estate Code") of the Atlanta City Code of Ordinances

Bids/Proposals Due: N/A

Invitations Issued:	N/A
Number of Bids/ Proposals Received:	N/A
Bidders/Proponents:	N/A
Justification Statement:	N/A
Background:	N/A
Fund Account Centers:	2151 (Emergency Telephone System), 240207 (APD E-911), 5232005 (E-911 Telephone Expense), 3800000 (E-911).
Source of Funds:	N/A
Fiscal Impact:	N/A
Term of Contract:	N/A
Method of Cost Recovery:	N/A
Approval:	
DOF:	
DOL:	
Prepared By:	Patricia Lowe, Buyer
Contact Number:	404.330.6583

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: CANDACE BYRD

Dept.'s Legislative Liaison: Kathleen Lane

Contact Number: 404-335-1983

Originating Department: Department of Information Technology

Committee(s) of Purview: Finance/Executive Committee

Chief of Staff Deadline: February 09, 2010

Anticipated Committee Meeting Date(s): February 24 & March 10, 2010

Anticipated Full Council Date: March 15, 2010

Legislative Counsel's Signature: [Signature]

Commissioner Signature: [Signature]

Chief Procurement Officer Signature: [Signature]

CAPTION

AN ORDINANCE AUTHORIZING THE MAYOR OR HIS DESIGNEE TO WAIVE THE SOURCE SELECTION AND PAYMENT PROVISIONS CONTAINED IN THE CITY OF ATLANTA CODE OF ORDINANCES, ARTICLE X, PROCUREMENT AND REAL ESTATE CODE, TO RATIFY THE PRIOR PROVISION OF EMERGENCY 911 EQUIPMENT AND SUPPORT SERVICES BY AT&T TELECOMMUNICATIONS FOR THE PERIOD BEGINNING MARCH 21, 2008 THROUGH MARCH 31, 2010; TO AUTHORIZE AN AGREEMENT WITH AT&T TELECOMMUNICATIONS FOR EMERGENCY 911 SUPPORT EQUIPMENT FROM APRIL 1, 2010 THROUGH MAY 04, 2013 FOR AN AMOUNT NOT TO EXCEED EIGHTY-SIX THOUSAND, THREE HUNDRED SIXTY-FOUR DOLLARS AND EIGHT CENTS (\$86,364.08) PER MONTH, ALL FUNDS TO BE CHARGED TO AND PAID FROM FUND, DEPARTMENT, ORGANIZATION, AND ACCOUNT NUMBERS 2151 (EMERGENCY TELEPHONE SYSTEM) 240207 (APD E-911) 5232005 (E-911 TELEPHONE EXPENSE) 3800000 (E-911); AND FOR OTHER PURPOSES.

Mayor's Staff Only

Received by CPO: _____ Received by LC from CPO: _____
(date) (date)

Received by Mayor's Office: 2/22/10 Reviewed by: [Signature] 2/22/10
(date) (date)

Submitted to Council: _____

**LARGE
ATTACHMENT(S)
DOCUMENT(S),
MANNUAL(S)
OR
MAP(S)
NOT COPIED**